

PROFESSIONAL
INSURANCE EXCHANGE
MUTUAL, INC.

445 East 4500 South #130, Salt Lake City, UT 84107 801-262-0200 info@pieutah.org

PROFESSIONAL LIABILITY INSURANCE APPLICATION

Name Date of Birth
Preferred Mailing Address Social Security No.
Home Telephone
Office Telephone
Cell Phone
e-mail address

COVERAGES LIMITS OF LIABILITY DATE COVERAGE to be EFFECTIVE

Table with 3 columns: Professional Liability Claims Made Policy, Each Claim \$1,000,000, Annual Aggregate \$3,000,000, and START DATE.

1. Professional School Attended Degree Year Graduated
(If foreign dental school graduate are you certified by the Educational Council for Dental School Graduates? Yes No
Year certified

2. Type of practice or certified specialty: General Practitioner Endodontist
Oral Pathologist Pediatric Dentist
Periodontist Orthodontist
Prosthodontist Other

3. Served residency/internship at Year Completed

4. Name all places where you have practiced your profession since graduation:
In During Years
In During Years

5. List name and address of any prior malpractice insurance carrier:

You will need to furnish a Claims/Loss Run from each prior carrier. This document must state the carrier name, specific years of prior coverage and any claims history you may have.

6. Specify name and location of hospitals/surgical centers in which you hold staff or courtesy privileges:

7. What professional organizations are you a member of? ADA; UDA; AGD
Other

8. Do or will you practice as: Solo Practitioner? Partner or Associate in Group Practice?
Name of partners or members of corporation or professional association (if applicable):
Name of Practice:
Address of Practice:

9. Are you employed full time by the Federal Government or currently engaged in military service? Yes No

10. Do you own or plan to own/operate a training facility for dental assistants or auxiliaries? Yes No

11. Has any hospital ever restricted or revoked privileges or put you under probation? Yes___No___

PROFESSIONAL LIABILITY INSURANCE APPLICATION, Page 2

12. Have you ever been denied a dental license or been denied certification by a specialty board? Yes___No___

13. Have you had any hearings or investigations before the Department of Occupational and Professional Licensing in Utah or before the Dental Board of any other State? Yes___No___

14. Has your dental license ever been suspended, revoked, or voluntarily surrendered, or has probation on your license ever been imposed in any state where you have been licensed? Yes___No___

15. Has your state license to prescribe or DEA Number ever been suspended, revoked, or voluntarily surrendered? Yes___No___

16. Have you ever been convicted or pled guilty to a felony crime? Yes___No___

17. Has any dental malpractice claim ever been made against you? Yes___No___

18. Has any malpractice insurance carrier ever cancelled or refused coverage? Yes___No___

19. Are you now or have you ever voluntarily or involuntarily participated in a diversion program or rehabilitation program for drug or alcohol abuse? Yes___No___

20. Have you been investigated by a state association or component society peer review committee? Yes___No___

21. Have there been any serious or life-threatening incidents in your practice? Yes___No___
If so, explain:_____

For questions 11-20 above, please describe any "Yes" answers fully:_____

22. Do you plan on having your dental hygienist(s) give local anesthetics? Yes___No___
If yes, does he/she have her own coverage? Yes___No___

If not, you will need to purchase the PIE "H Rider." All dentists in a group or partnership, etc, including associates, must obtain this H-Rider to avoid coverage gaps.

23. Utah Dental License Number_____ Anesthesia Class_____ Expiration Date_____

24. DEA Number:_____ Expiration Date_____

25. Check if you do any of the following procedures:

A. ___ Nitrous Oxide Analgesia_____ (Requires PIE Class I Cov. + Class II Anesthesia Permit with Dental License)

B. ___ In-office IV sedation provided by other professional (Requires. PIE Class II Coverage)

C. ___ IV or General Anesthesia provided by other professional in hospital/other setting (Req. PIE Class II Coverage)

THOSE ANSWERING #25 D OR E BELOW MUST FILL OUT QUESTIONS ON PAGE 3

D. ___ In-office IV/IM sedation provided by you personally___ (Req. PIE Cl. II + Class III Anesthesia Permit)

E. ___ Oral/enteral conscious sedation **with drugs other than Valium or Vistaril**
(Requires PIE Class II Coverage + Class II Anesthesia Permit)

26. Are you currently CPR Certified? Yes___No___ Up to date on required CE Hours? Yes___No___

27. Have you established emergency procedures, personnel and equipment to cope with patient emergencies, such as cardiac arrest, anaphylactic shock, etc.? Yes___No___

28. Answer each of the following with regard to your current office procedures:

If you are starting a new practice, answer each question as you intend to practice.

A. Do you keep a record of pertinent patient phone calls regarding treatment? Yes___No___

B. Do you document and verify all patient referrals to specialists? Yes___No___

C. Do you plan to have patients sign a Consent to Proceed plus detailed Consent forms for specific procedures? PIE will furnish example forms. Yes___No___

29. Are you affiliated with any Dental School Faculty? Yes___No___

If Yes, list name of Dental School:_____

30. Approximate hours/week you plan to practice:_____

I CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT. I UNDERSTAND THAT ANY FALSE STATEMENTS OR UNLAWFUL ACTS WILL RENDER MY COVERAGE NULL AND VOID.

Signing this application does not bind the Company to provide insurance but it is agreed that this form shall be the basis of the contract should this policy be issued. If accepted for insurance, I authorize PIE to release personally identifiable financial information as applicable to affiliates and non-affiliates disclosed on the PIE Privacy Policy statement for purposes of reinsurance premium calculation, etc.

Signature_____ Date_____

PIE APPLICATION, Page 3

If you use Valium or Vistaril or nitrous oxide only for sedation you do not need to fill out this form

SUPPLEMENTAL QUESTIONS FOR DENTISTS WHO PROVIDE CONSCIOUS ORAL/ENTERAL SEDATION

YOU MUST CARRY PIE CLASS II COVERAGE IF YOU PROVIDE ENTERAL OR PARENTERAL SEDATION

1. Please list your drug(s) of choice and standard dosage regimen: _____

2. Are you using the following recommended monitoring device, etc?	YES	NO
Pulse oximeter	_____	_____
List Serial No. and Brand Name _____		
Current emergency drugs	_____	_____
Positive pressure oxygen	_____	_____

3. Do all patients who undergo oral conscious sedation sign a written informed consent specific for oral sedation that has been reviewed and approved by PIE? _____

4. Do you have patients complete a health history form within one week of a scheduled procedure that expresses no contraindications to the use of oral sedative agents? _____

5. Do you keep a supply of reversal drugs (e.g. Romazicon) available? _____

6. Do you log vital signs at specific intervals during the procedure? _____

7. Do you limit the oral sedation technique to patients over 18 and under 60 years old, or have you taken an advanced course on sedation for children and elderly pts? _____

8. When did you originally take an introductory course in anxiolytic drugs and oral sedation? _____
Furnish copy of Course Attendance Certificate.
PIE requires you to take a refresher course every three years.

SUPPLEMENTAL QUESTIONS FOR DENTISTS WHO PERFORM THEIR OWN IV/IM/PARENTERAL SEDATION

1. Are you in compliance with all equipment and monitoring requirements as specified in R156-69-601 of the Utah Practice Act, including Pulse oximetry	YES	NO
Current emergency drugs	_____	_____
Positive pressure oxygen	_____	_____

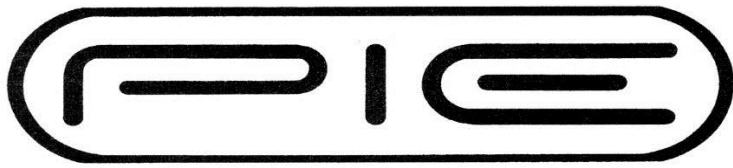
2. Do all patients who undergo parenteral sedation sign an informed consent form specific for parenteral sedation that has been reviewed and approved by PIE? _____

3. Do you utilize a third person (besides you and your dental assistant) whose sole duty is to monitor the patient and record pertinent data during the procedure? _____

4. How many parenteral sedation cases do you expect to perform per month? _____

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Name _____ Signature _____ Date _____



SUPPLEMENTAL QUESTIONS FOR RECENT GRADUATES

Please answer the following questions if you were graduated from dental school within five years of submitting this application:

1. Did you ever fail any portion of your National Board Examinations? Yes___No___
If yes, list portion(s) failed and reason for failure

2. Did you fail any course, clinical or didactic, during dental school? Yes___No___
If yes, state course and date of remedial coursework, including grade:
Course Date Grade

3. Did you have to repeat any of the above courses more than once? Yes___No___
If yes, state course and reasons remedial coursework had to be repeated. _____

4. Did you graduate on time, i.e. on the date that your dental school class was scheduled to graduate? Yes___No___
If no, state reason that your graduation was delayed: _____

5. List Regional Licensing Board Passed: _____
Date Passed: _____

6. List State Licensing Board Examinations Passed: _____
Date Passed: _____

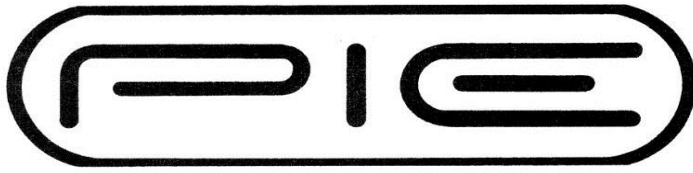
7. Did you pass the above state or regional examinations on your first attempt? Yes___No___

8. Did you ever fail a state or Regional Licensing Board Examination? Yes___No___
If yes, list Examination(s) failed, date(s), and section(s) failed:
Examination (state or regional) Date failed Section Failed Reason

9. List any honors or recognitions received during dental school: _____

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Signature _____ Date _____



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COVERAGE LIMITS \$1,000,000 per claim/\$3,000,000 Annual Aggregate

CLASS I COVERAGE

This coverage applies to dentists who do not see patients that:

- a. Undergo general anesthesia;
- b. Undergo minimal to moderate sedation via IV/parenteral sedation/transmucosal routes.
- c. Undergo minimal/oral sedation with any drugs other than vistaril or valium.

This coverage applies to dentists who provide nitrous oxide or no form of sedation.

ANNUAL PREMIUM
\$; 20.00

SEMI-ANNUAL
\$495.00

QUARTERLY
\$270.00

CLASS I-H COVERAGE

This coverage applies to Class I dentists who have hygienists give local anesthetics

ANNUAL PREMIUM
\$950.00

SEMI-ANNUAL
\$500.00

QUARTERLY
\$260.00

CLASS II COVERAGE

This coverage applies to dentists who see patients that:

- a. Undergo general anesthesia in a hospital or surgical center;
- b. Undergo moderate sedation via IV/parenteral/transmucosal routes in a hospital or surgical center provided by a separate qualified professional.
- c. Undergo moderate sedation via IV/parenteral/transmucosal routes in the dental office provided by a separate qualified professional.

This coverage also applies to dentists who:

- a. Provide minimal to moderate sedation via IV/parenteral/transmucosal routes in their own dental office to patients of record.
- b. Provide light sedation via oral route to patients with any drugs other than vistaril or valium.
- c. Are required to carry this coverage to maintain hospital privileges.

THIS COVERAGE DOES NOT APPLY TO DENTISTS WHO PROVIDE IV SEDATION TO NON-PATIENTS OF RECORD IN OTHER OFFICES FOR OTHER DENTISTS.

ANNUAL PREMIUM
\$1,100.00

SEMI-ANNUAL
\$575.00

QUARTERLY
\$300.00

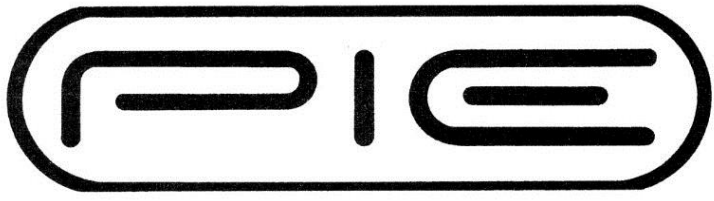
CLASS II-H COVERAGE

This coverage applies to dentists who have hygienists give local anesthetics

ANNUAL PREMIUM
\$1,150.00

SEMI-ANNUAL
\$600.00

QUARTERLY
\$310.00



**PROFESSIONAL
INSURANCE EXCHANGE
MUTUAL, INC.**

SUBSCRIPTION AGREEMENT

WHEREAS, the undersigned is a resident of the State of Utah and is licensed to practice dentistry in the State of Utah;

WHEREAS, the undersigned desires to enter into membership among other subscribers of a mutual insurance company providing indemnity against professional liability, said mutual insurance company shall be known as Professional Insurance Exchange Mutual, Inc. (PIE)

NOW THEREFORE, the undersigned agrees with PIE and the other subscribers

1. To interexchange mutual agreements of indemnity (the policy) among the other subscribers, insuring against losses and subject to such terms and conditions and limits of liability as set forth in the policy. The terms, conditions and limits of liability of the policy shall be specified by the Company in compliance with sound and accepted insurance practices and reasonable standards established by the Subscribers' liability set forth herein.
2. To make all premium payments and applicable surcharge payments when due for policies of insurance issued in accordance with schedules of rates prepared from time to time by the Company in compliance with sound and accepted insurance practices and reasonable standards established by the Company's Board of Directors and approved by the Commissioner of Insurance of the state of Utah.
3. To abide by such rules and regulations of the Company as stated in the Bylaws or adopted by the Company's Board of Directors from time to time.
4. To release all past and current information pertaining to underwriting and claims by the undersigned's prior insurers or their agents.
5. To the appointment of Richard C. Engar, D.D.S. as Chief Executive Officer (CEO) to effectuate the interexchange of mutual agreements of indemnity.
6. To have CONTINGENT LIABILITY for payment of actual losses and expenses incurred by the Company while his or her policy was in force. Such CONTINGENT LIABILITY shall not exceed during any policy period an aggregate sum of (10) times the premium stated in the policy, but in no event shall exceed \$2,000. Such liability shall be individual, several and proportionate and shall not be joint.

7. That the Board of Directors shall approve the levy of an assessment upon the subscribers to make up the deficiency at any time that admitted assets of the Company are insufficient to discharge its liabilities and to maintain the deposit with the Commissioner of required surplus funds.

8. To allow the Subscribers' Board of Directors to supervise and control the activities of the Company.

9. To authorize PIE to release personally identifiable financial information as applicable to affiliates and non-affiliates disclosed on the PIE Privacy Policies statement for purposes of reinsurance premium calculation, etc.

IT IS FURTHER AGREED that the subscribers' Board of Directors shall consist of nine members elected at the annual meeting of subscribers by the subscribers exercising one vote each. Board members shall be elected for terms of three years each. Terms shall be staggered such that three positions are due for election each year. Not less than six such Committee members shall be subscribers or members of PIE. The Subscribers' Board of Directors shall supervise the finances of Professional Insurance Exchange Mutual, Inc. and supervise its operations to assure conformity with this Agreement and the Bylaws of the Company, procure examinations or audits of the accounts and records of Professional Insurance Exchange Mutual, Inc. and shall have such additional powers and functions as may be conferred from time to time by majority vote of the subscribers.

Executed at _____, Utah, this _____ day of

_____, 20_____.

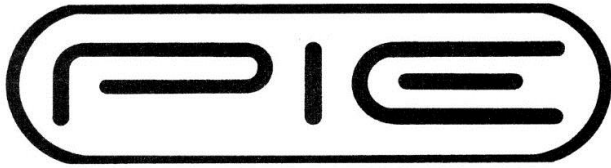
(Signature)

Please type or print your name and residence address:

Name _____

Street _____

City _____ State _____ Zip _____



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2. To make all premium payments and applicable surcharge payments when due for policies of insurance issued in accordance with schedules of rates prepared from time to time by the Company in compliance with sound and accepted insurance practices and reasonable standards established by the Company's Board of Directors and approved by the Commissioner of Insurance of the state of Utah.

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Executed at _____, Utah, this _____ day of
_____, 20_____.

PROFESSIONAL INSURANCE EXCHANGE MUTUAL, INC.

Privacy Policies

(PLEASE RETAIN FOR YOUR RECORDS)

Professional Insurance Exchange Mutual, Inc. (PIE) has adopted the following policies related to the disclosure of personally identifiable financial information as required by Title V of the Gramm-Leach-Bliley Act (P.L. 106-102), as implemented by Section R590-206 of the Utah Administrative Code. In adopting these policies, PIE acknowledges that additional state and federal laws may govern other aspects of the retention or disclosure of personal or private information, including but not limited to the Health Insurance Portability and Accountability Act, the Fair Credit Reporting Act, and state law governing medical records, health or insurance information privacy.

1. No personally identifiable financial information shall be released to any person or entity without written authorization by the insured to release that information. For purpose of these Privacy Policies, the term "insured" includes those persons defined as consumers and customers under Section R590-206-5(1), Utah Administrative Code.

2. "Personally identifiable financial information" includes any information:

- (i) A consumer (PIE Insured) provides to a licensee (PIE) to obtain an insurance product or service from the licensee;
- (ii) About a consumer resulting from a transaction involving an insurance product or service between a licensee and a consumer; or
- (iii) The licensee otherwise obtains about a consumer in connection with providing an insurance product or service to that consumer.

3. If requests are received from dental insurance carriers pertaining to claims information, such information shall not be released without written authorization by the insured to release such information.

4. If requests are received from licensing entities who are evaluating dentists contemplating relocation, no claims information shall be released without written authorization by the insured to release such information.

5. Specific information pertaining to ongoing and closed claims and/or premium amounts billed for and paid by insured consumers shall be kept confidential and shall be limited to the following affiliates and non-affiliated third parties:

- A. PIE Staff
- B. Advisory Committee
- C. Lawyers handling claims
- D. Accountants and Actuaries who require claims information to calculate reserves, etc.
- E. Reinsurer and Administrator to enable them to calculate quarterly premiums due for reinsurance by PIE.
- F. Potential expert witnesses who must review claims for defense purposes
- G. Insurance Department Examiners and their designees.

6. PIE Newsletter articles and other articles submitted for publication shall be written such that privacy of the insured and plaintiff shall be preserved and protected.

7. PIE will provide clear and conspicuous notice of its privacy policies and practices to all insured consumers on the date of policy implementation or on the date on which an individual becomes an insured under a PIE policy, and not less than annually during the continuation of the insurance relationship. The initial, annual and revised privacy notices shall include, at a minimum:

- (i) The categories of non-public personal financial information that PIE collects.
At present, the only non-public personal financial information that PIE collects is the amount due and payment schedule related to premiums and the amount paid by each insured consumer.
- (ii) The categories of non-public personal financial information that PIE discloses.
At present, the only category of non-public personal financial information that PIE discloses is:
 - a. Premiums collected and payment schedule for each insured.
- (iii) The categories of affiliates and non-affiliated third parties to whom PIE discloses non-public personal financial information;
At present, the only categories of affiliated and non affiliated third parties to whom PIE discloses non-public personal financial information are:
 - a. Reinsurer and Administrator to enable them to calculate quarterly premiums due for reinsurance from PIE.
 - b. Accountants to enable them to calculate quarterly, semi-annual and annual payment totals to prepare monthly financial reports.
 - c. Insurance Department examiners who review premium data.
- (iv) The categories of non-public personal financial information about former PIE insured that PIE discloses;
At present, the only category of non-public financial information about former PIE insured that PIE discloses is:
 - a. Premium payments and coverage dates up to the time of cancellation. This information is provided to the reinsurer and administrator to calculate premium adjustments for reinsurance.
- (v.) An explanation of the insured's right to opt out of the disclosure of nonpublic personal financial information to such non-affiliated third parties, if any, as may be identified;
At present, no non-affiliated third parties are authorized to receive any non-public personal financial information and there is no need for an "opt-out" option, although any insured can discuss disclosure with Company officers.
- (vi) Any disclosures PIE makes under the Federal Fair Credit Reporting Act; and
- (vii) PIE policies and practices with respect to protecting the confidentiality and security of non-public personal financial information, as described above.

8. These policies shall be revised and amended from time to time to remain in compliance with state and federal law, rules and regulations.